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del 19.01.2016

ACS Tirane

(5)

Sup. Amm.

Protocollo: UTL 37
del 19.01.16

AGREEMENT ON THE USE OF CERTAIN FORMS FOR BANK TRANSFERS

Today as of 18 JAN 2016, the following parties:

THE BANK: "INTESA SANPAOLO BANK ALBANIA" SH.A, with Unique Identification Number (NIPT) J81817006P, registered by Decision no. 19460, dated 19/05/1998 of Tirana District Court, with registered offices at Rr. Ismail Qemali, no. 27, Tirana, Albania, represented hereto by Mr./Mrs A. Doku Albanian citizen, (hereinafter referred as the "**Bank**") SH.A,

THE CUSTOMER:

AMBASCIATA D'ITALIA/SEZIONE PER LA COOPERAZIONE ALLO SVILUPPO, registered at the Enterprise Registry held by the National Registration Center, with unique identification number (NIPT) J61912009P, represented by Mr. Andrea Senatori born in Italy, on, holder of the Diplomatic Identification card no., in the quality of the Director (hereinafter referred as the "**Customer**").

upon their free and full will, in full legal capacity to act, agree as follows:

WHEREAS,

- (i) The Customer has opened at the Bank a bank account, through which he/she conducts banking activities in compliance with the Business Terms and Conditions, Current account agreement and applicable legislation.
- (ii) Due to frequent payment transactions executed through bank accounts, the Customer has required all the banks licensed by the Bank of Albania, operating in the territory of the Republic of Albania, to unify payment instructions forms, as an element that would assist the customer in terms of more flexibility and higher accuracy regarding the execution of transfers from Customer bank accounts.
- (iii) In the framework of fulfilling the obligations regarding the execution of transfers in a quick and secure way, and within agreed terms, and guaranteeing a reliable system of funds transfer and data processing of account transactions, the bank is ready to assist the customer and accept the payment orders and instructions of the Customer according to the form attached to this Agreement.
- (iv) The request to use a form that is different from the standard forms widely used by the bank for its customers regards only the configurative and formal aspects of the form, but at no case, it does not affect, on the contrary it is conditioned by the observation of the payment order components according to the specifications defined in the sub-legal acts issued by the Bank of Albania, and all other related requirements on the regularity and lawfulness of the bank transfers according and based on all the requirements provided in the current account opening agreement, applicable legislation and Business Terms & Conditions of the Bank itself.

THEREFORE,

Parties hereby agree to sign this agreement for using the forms of the bank transfers from the Customer account/s held at the Bank, according to terms defined below:

ARTICLE 1

1.1. Parties hereby agree to use the form attached herein as Annex 1 for the execution of bank transfers from the customer account/s opened at the bank.

1.2. Since the use of the form according to article 1.1 is an operational facility for the customer, then it is expressly provided in this Agreement that the Customer or persons acting as his special representative for the execution of one or several account transactions of the customer, or who act as *authorized signatures* in the Customer's account/s, may execute banking transfers and the Bank shall not impede their execution also through the standard forms widely used by the bank at the moment of the transfer, beside the form defined in this agreement.

1.3. Despite the form agreed with the Bank on the execution of bank transfers, it is expressly defined in this agreement that, in order to allow and execute bank transfers, the Customer is bound and the Bank shall follow, for the purpose of executing every bank transfer, the fulfillment and observation of all the criteria defined in the Business terms and conditions of the bank, current account opening agreement, applicable legislation, including but not limited only to the Regulation of the Bank of Albania "On foreign exchange activity", "On payment systems and instruments", "On prevention of money laundering and terrorism financing" and any regulatory acts, which define the rules and principles of payments execution through bank transfers.

1.4. If the use of the transfers execution forms from the Customer's account/s objects any legal or regulatory provision of the Bank of Albania, or if it does not meet the criteria defined in the Business terms and conditions of the Bank, current account opening agreement, applicable legislation, regulatory acts of the Bank of Albania on the execution of bank transfers from the Customer's account/s then the Bank shall refuse the execution of required bank transfer.

ARTICLE 2

2.1. This agreement shall be deemed terminated and in continuation the Customer shall use only the standard forms of the bank in order to execute the bank transfers from his account/s upon the occurrence of one of the following events:

- (i) When the use of the transfer execution forms from the customer account/s (defined in article 11 of this agreement, different from the standard forms widely used by the Bank, objects any legal or regulatory provision of the bank of Albania; *or*
- (ii) Upon preliminary written notice of the Bank on the termination of this agreement 15 (fifteen) days in advance; *or*
- (iii) Upon preliminary written notice of the Customer on the termination of this agreement 15 (fifteen) days in advance;

2.2. For notification purposes by the Bank, according article 2.1 of this Agreement, the Bank shall use the notification form selected by the Customer in the current account opening agreement. The customer is bound to inform the Bank in writing about any change of its address or change of other forms of contact declared in the Bank, otherwise the Bank shall be excluded from any obligation regarding customer notification.

ARTICLE 3

3.1. The Customer declares under full responsibility and commits during the validity of this agreement, that any bank transfers from his account/s required for execution using the agreed form in article 1.1 of this Agreement, shall result from legal activities and will not be an act of money laundering and terrorism financing.

3.2. The Customer declares under full responsibility and commits during the validity of this agreement that the documents that shall be submitted for a certain bank transfer are not and will not be presented before to justify other bank transfers at our Bank or other banks licensed by the bank of Albania.

3.3. The Customer understands and declares that the Bank is and shall be excluded from any responsibility for mistakes resulting / that will result from incorrect instructions of the customer in filling in the forms for account/s transfer by the Customer himself, and/or if it is impossible to respect the required valued date.

3.4. The Customer understands and declares that for every incorrect credit or debit of his account/s for any other irregularity, the bank is irrevocably authorized through this agreement to make a reverse in the customer account/s, and in case of lack of funds, the Customer is bound to reimburse the Bank for every amount required by the Bank regarding special transactions executed.

3.5. The Customer understands and declares that the banking transfers from the Customer account/s, for which the form agreed under article 1.1 of this Agreement are completed, will be executed only for the submission of required documentation provided in the regulatory sub-legal acts issued by the Bank of Albania, and other additional documents that the Bank may deem reasonable in the framework of verifying the lawfulness of the transaction purpose, source capital that needs to be transferred, etc.

3.6. If all the legal requirements are met and documentation required by the Bank is submitted, then the Bank shall execute the transfer on the on the indicated value date, provided that the account balance in the respective account is sufficient for the transfer execution.

3.6.1. The parties expressly define that if the Bank shall allow the Customer to use, partly or in full, the incoming funds (for which the Customer account is credited) before the value date defined in the Business terms and conditions of the Bank, then the Bank have the right toward the Customer to demand debit interests for the period until the value date, and it shall have the right at the end of respective month – when the transaction of incoming funds use occurs, to debit / or be compensated for the respective amount from the Customer Account/s.

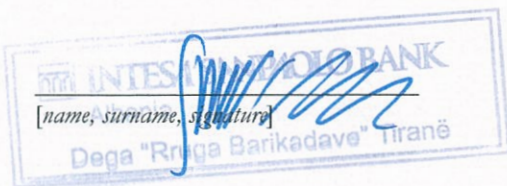
3.7. The customer may withdraw a payment order, only if it is submitted by the Customer within the same business day and only if the Customer account is not debited yet. The expenses for banking technical services of payment refusal shall be paid by the customer.

This agreement was compiled in 2 (two) identical and equal copies, of which one copy is held by the Bank and the other is submitted to the Customer.

Parties hereby declare to be fully informed about all its legal effects, they declare that any clause of this agreement is in compliance with their free and full will and duly sign it.

For the Bank

For the Customer



ANDREA SENATOR
[name, surname, signature]

In compliance with article 686 of Albanian Civil Code, I/we hereby declare that I/we have read, understood and agreed on the clauses of this agreement and the provisions of General Business Terms and Conditions of Intesa Sanpaolo Bank Albania Sh.a and I/we agree that the Bank reserves the right to make changes or additions deemed reasonable by the Bank.

For the Customer

ANDREA SENATOR [signature]

[name, surname, signature]